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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
GREAT FALLS DIVISION

<p>CANDACE WEEDA and CHET STROBBE,</p> <p>Plaintiff,</p> <p>v.</p> <p>MOUNTAIN WEST FARM BUREAU, and JOHN DOES insurer</p> <p>Defendants.</p>	<p>Cause No. CV-22-68-GF-BMM-JTJ</p> <p><b>COMPLAINT AND DEMAND FOR JURY TRIAL</b></p>
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COME NOW Plaintiffs, Candace Weeda and Chet Strobbe by and through their counsel, and allege as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiffs Candace Weeda and Chet Strobbe are residents and citizens of the State of Montana.

2. Defendant Mountain West Farm Bureau Insurance, on information and belief, is a property casualty insurance company incorporated in a state other than Montana, with its principal place of business in a state other than Montana.

3. Defendant XYZ insurer, on information and belief, is an insurer incorporated in a state other than Montana, with its principal place of business in a state other than Montana and sells automobile liability insurance as part of or through an automobile rental business which rented a vehicle to Cameron Weeda.

4. On information and belief, both Defendants are insurers within the meaning of Montana Code Ann. § 33-18-242 and are subject to the Montana Insurance Code, including § 33-18-101 et. seq.

5. Pursuant to Montana's long arm rule, and the due process clause in the United States Constitution, this Court has personal jurisdiction over the Defendants because the claims asserted here arise out of Defendants' activities within the State of Montana and involve insured risks within the State of Montana.

6. This Court has subject matter jurisdiction over this matter and venue is proper in this division in that the events and injuries sustained occurred within

Cascade County, Montana which is within the Great Falls Division of United States District Court for the District of Montana.

**ALLEGATIONS COMMON TO ALL COUNTS**

7. Plaintiffs hereby incorporate by reference all other paragraphs in this Complaint.

8. Plaintiffs are and were insured under a policy or policies of insurance issued by Mountain West Farm Bureau including policy number CQM14523 and the successor or renewal policy thereof.

9. The policy or policies issues by Mountain West Farm Bureau Insurance included uninsured and underinsured motor coverage with limits for the first vehicle of \$50,000 each person and \$25,000 each person for all subsequent vehicles with a total of 6 or more insured vehicles thereunder.

10. On information and belief, Defendant XYZ Corporation issued a policy of automobile insurance to Cameron Weeda as part of the rental of a vehicle in Montana and which the rental vehicle was involved in the incident described herein. Further, on information and belief, Plaintiffs believe its said policy would include certain automobile coverages which may respond to and provide indemnity with respect to the injuries she sustained in the incident described herein.

11. On or about August 3, 2016, Cameron Weeda, was a passenger in the

12. Cameron Weeda directed Plaintiff to pull over and without warning, Cameron Weeda pulled her out of the driver's seat and in doing so caused serious injuries to her as a result of his negligent or reckless conduct. Cameron Weeda was intoxicated at the time and may not have appreciated or expected that his actions would cause injury to Plaintiff.

13. Plaintiff is entitled to recover benefits as allowed by law under the insurance policies of Defendants.

14. Plaintiff, as an insured under the policies of Defendants may also be entitled to recover her reasonable attorney fees and costs in recovering the benefits under the policy or policies.

#### **COUNT I – BENEFITS DUE UNDER THE POLICY**

15. Plaintiff hereby incorporates by reference all other paragraphs in this Complaint.

16. Plaintiff is entitled to recover all benefits under the policies for their injuries sustained in connection with her use of the vehicle.

#### **VIOLATIONS UNDER STATUTE AND COMMON LAW IN MONTANA**

16. Plaintiff hereby incorporates by reference all other paragraphs in this Complaint.

17. Defendants owed statutory duties to all insurers under the law in Montana

**VIOLATIONS UNDER STATUTE AND COMMON LAW IN  
MONTANA**


16. Plaintiffs hereby incorporate by reference all other paragraphs in this Complaint.

17. Defendants owed statutory duties to all insurers under the law in Montana as well as common law duties under the law in Montana to Plaintiffs.

18. Upon information and belief, Defendants' violated statutory duties and duties in common law of Montana to Plaintiffs.

WHEREFORE, Plaintiffs pray as follows:

1. For recovery of all benefits under the policies as a result of the special damages and general damages Plaintiffs suffered;
2. For damages allowed by law for any violation of statutory or common law duties of Defendants;
3. For recovery of attorney fees and costs as allowed by law;
4. For interest on all sums as allowed by Montana law including without limitation pre-judgment interest;
5. For such other and further relief as may be permitted by law or deemed just and equitable by the Court.

DATED this  day of July, 2022.

  
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**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury on all issues so triable.

DATED this 27 day of July, 2022.

  
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